

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF OHIO  
EASTERN DIVISION at COLUMBUS

In re Theodore Majewski ) Case No. 19-50594  
Barbara Majewski )  
) Chapter 13  
) Judge Charles M. Caldwell  
Debtor(s)

CHAPTER 13 PLAN

1. NOTICES

**The Debtor has filed a case under chapter 13 of the Bankruptcy Code. A notice of the case (Official Form 309I) will be sent separately.**

This is the Mandatory Form Chapter 13 Plan adopted in this District. Local Bankruptcy Rule ("LBR") 3015-1. "Debtor" means either a single debtor or joint debtors as applicable. "Trustee" means Chapter 13 Trustee. Section "§" numbers refer to sections of Title 11 of the United States Bankruptcy Code. "Rule" refers to the Federal Rules of Bankruptcy Procedure.

Unless otherwise checked below, the Debtor is eligible for a discharge under § 1328(f).

- ☐ Debtor \_\_\_\_\_ is **not eligible** for a discharge.  
☐ Joint Debtor \_\_\_\_\_ is **not eligible** for a discharge.

☒ **Initial Plan**

☐ **Amended Plan** The filing of this Amended Plan shall supersede any previously filed Plan or Amended Plan and must be served on the Trustee, the United States trustee and all adversely affected parties. If the Amended Plan adversely affects any party, the Amended Plan shall be accompanied by the twenty-one (21) day notice. Rule 2002(a)(9). Any changes (additions or deletions) from the previously filed Plan or Amended Plan must be clearly reflected in bold, italics, strike-through or otherwise in the Amended Plan filed with the Court. LBR 3015-2(a)(1).

If an item is not checked, the provision will be ineffective if set out later in the Plan.

- ☒ **This Plan contains nonstandard provisions in Paragraph 13.**  
☒ **The Debtor proposes to limit the amount of a secured claim based on the value of the collateral securing the claim. See Paragraph(s) 5.1.2 and/or 5.1.4.**  
☐ **The Debtor proposes to eliminate or avoid a security interest or lien. See Paragraph(s) 5.4.1 and/or, 5.4.2 and 5.4.3.**

**NOTICES TO CREDITORS: You should read this Plan carefully, including Paragraph 13 (Nonstandard Provisions), and discuss it with your attorney if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one. Except as otherwise specifically provided, upon confirmation, you will be bound by the terms of this Plan. Your claim may be reduced, modified, or eliminated. The Court may confirm this Plan if no timely objection to confirmation is filed.**

2. PLAN PAYMENT AND LENGTH

**2.1 Plan Payment.** The Debtor shall pay to the Trustee the amount of \$ 1,250 per month. [Enter step payments below, if any.] The Debtor shall commence payments within thirty (30) days of the petition date.

**2.1.1 Step Payments, if any:** \_\_\_\_\_

## 2.2 Unsecured Percentage

- ☒ **Percentage Plan.** Subject to Paragraph 2.3, this Plan will not complete earlier than the payment of 20 % on each allowed nonpriority unsecured claim.
- ☐ **Pot Plan.** Subject to Paragraph 2.3, the total amount to be paid by the Debtor to the Trustee is \$ \_\_\_\_\_. Assuming all claims are filed as scheduled or estimated by the Debtor, payment on each allowed nonpriority unsecured claim is estimated to be no less than \_\_\_\_\_ %. LBR 3015-1(c)(2).

## 2.3 Means Test Determination

- ☐ **Below Median Income.** Unless the allowed nonpriority unsecured claims are paid 100%, the projected length of the plan must be a minimum of thirty-six (36) months but not to exceed sixty (60) months.
- ☒ **Above Median Income.** Unless the allowed nonpriority unsecured claims are paid 100%, the projected length of the Plan must be sixty (60) months.

## 3. PRE-CONFIRMATION LEASE PAYMENTS AND/OR ADEQUATE PROTECTION PAYMENTS

Pre-confirmation personal property lease payments governed by § 1326(a)(1)(B) shall be made as part of the total plan payment to the Trustee. LBR 3070-1(a). Pre-confirmation adequate protection payments governed by § 1326(a)(1)(C) shall be made as part of the total plan payment to the Trustee. LBR 3070-1(b). The lessor/secured creditor must file a proof of claim to receive payment. LBR 3070-1(a) and (b).

	Name of Lessor/Secured Creditor	Property Description	Monthly Payment Amount	
	Coastal Credit	2013 Chevy	\$98	
	United Auto Credit	2009 Pontiac	\$78	
	Rent A Center	Recliner, Dinette set	\$15	

## 4. SECURED CLAIMS: TREATMENT, TIMING AND SERVICE REQUIREMENTS

- 4.1 Non-Governmental Unit Secured Claims. The Debtor may propose to limit the amount of a secured claim based on the value of the collateral securing the claim by the procedure proposed in Paragraphs 5.1.2 and 5.1.4. Further, the Debtor may propose to eliminate or avoid a security interest or lien by the procedure proposed in Paragraphs 5.4.1, 5.4.2 and 5.4.3. If the Debtor proposes to seek any of the above-stated relief by way of motion or claim objection, the motion or claim objection must be filed on or before the § 341 meeting of creditors or the confirmation hearing may be delayed. If a judicial lien or nonpossessory, nonpurchase-money security interest is discovered after confirmation of the Plan, a motion to avoid the judicial lien or security interest may be promptly filed after it is discovered.
- 4.2 Governmental Unit Secured Claims. A request to determine the amount of the secured claim of a governmental unit or to modify and eliminate the secured claim of a governmental unit may be made **only** by motion or claim objection. Rule 3012(c). Any motion or claim objection that includes a request to determine the amount of the secured claim of a governmental unit (including any such motion or claim objection that also includes a request to determine the amount of the secured claim of a non-governmental entity) may be filed **only** after the governmental unit files a proof of claim or after the time for filing one has expired. Rule 3012, advisory committee note (2017 Amendments).

- 4.3 **Service Requirements.** If the Debtor proposes to seek relief under Paragraphs 5.1.2, 5.1.4, 5.4.1, 5.4.2, or 5.4.3, the motion, Plan or claim objection, as applicable, must be served in the manner provided by Rule 7004 for service of a summons and complaint. Rule 3007(a)(2), Rule 3012(b), Rule 4003(d) and General Order 22-2.
- 4.4 **Retention of Lien.** The holder of any claim listed in Paragraphs 5.1.2, 5.1.4 and 5.4.1 will retain its lien on the property interest of the Debtor or the Debtor's estate until the earlier of --(a) payment of the underlying debt determined under nonbankruptcy law, (b) discharge of the underlying debt under 11 U.S.C. § 1328, or (c) completion of the Plan --at which time the lien will terminate and be released by the creditor

## 5. PAYMENTS TO CREDITORS

### SUMMARY OF PAYMENTS BY CLASS

Class	Definition	Payment/Distribution by Trustee
Class 1	Claims with Designated Specific Monthly Payments	Paid first in the monthly payment amount designated in the Plan
Class 2	Secured Claims with No Designated Specific Monthly Payments and Domestic Support Obligations (Arrearages)	Paid second and pro rata with other Class 2 claims
Class 3	Priority Claims	Paid third and pro rata with other Class 3 claims
Class 4	Nonpriority Unsecured Claims	Paid fourth and pro rata with other Class 4 claims
Class 5	Claims Paid by a Non-Filing Co-Debtor or Third Party	Not applicable
Class 6	Claims Paid by the Debtor	Not applicable

Except as provided in Paragraph 3, the Trustee shall begin making distributions upon confirmation. To the extent funds are available, the maximum number of Classes may receive distributions concurrently. Notwithstanding the above, the Trustee is authorized within the Trustee's discretion to calculate the amount and timing of distributions as is administratively efficient.

### 5.1 CLASS 1 - CLAIMS WITH DESIGNATED SPECIFIC MONTHLY PAYMENTS

The following Class 1 claims shall be paid first in the monthly payment amount designated below. The plan payment is calculated in an amount that is sufficient for the Trustee to make a full monthly distribution on all Class 1 claims plus the statutory Trustee fee. If the Debtor makes a payment that is less than the full plan payment amount, the Trustee will make distributions on Class 1 claims in the order of priority set forth in the Bankruptcy Code.

#### 5.1.1 Maintenance of Regular Mortgage Payments

Regular mortgage payments shall be calculated for payment starting the month after the filing of the petition. Arrearages shall be paid as Class 2 claims.

#### Trustee disburse.

	Name of Creditor	Property Address	Residence (Y/N)	Monthly Payment Amount	
				\$	

**Debtor direct pay.** Unless otherwise ordered by the Court, regular monthly mortgage payments may only be paid directly by the Debtor if the mortgage is current as of the petition date. LBR 3015-1(e)(1).

	Name of Creditor	Property Address	Residence (Y/N)	Monthly Payment Amount	
				\$	

**5.1.2 Modified Mortgages or Liens Secured by Real Property ["Cramdown/Real Property"]**

The following claims are subject to modification as (1) claims secured by real property that is not the Debtor's principal residence, (2) claims secured by other assets in addition to the Debtor's principal residence, or (3) claims for which the last payment on the original payment schedule for a claim secured only by a security interest in real property that is the Debtor's principal residence is due before the date on which the final payment under the plan is due. 11 U.S.C. §§ 1322(b)(2), (c)(2). To the extent that a claim is in excess of the value of the property, the balance in excess of the value of the property shall be treated as a Class 4 nonpriority unsecured claim. See Paragraph 4 for more information.

	Name of Creditor / Procedure	Property Address	Value of Property	Interest Rate	Minimum Monthly Payment	
	(Creditor)  <input type="checkbox"/> Motion <input type="checkbox"/> Plan <input type="checkbox"/> Claim Objection		\$	%	\$	

**5.1.3 Claims Secured by Personal Property for Which § 506 Determination is Not Applicable ["910 Claims/Personal Property"]**

The following claims are secured by a purchase money security interest in either (1) a motor vehicle acquired for the Debtor's personal use within 910 days of the petition date or (2) personal property acquired within one year of the petition date. The proof of claim amount will control, subject to the claims objection process.

	Name of Creditor	Property Description	Purchase Date	Estimated Claim Amount	Interest Rate	Minimum Monthly Payment Including Interest	
				\$	%	\$	

**5.1.4 Claims Secured by Personal Property for Which § 506 Determination is Applicable**  
**["Cramdown/Personal Property"]**

The following claims are secured by personal property not described above in Paragraph 5.1.3. To the extent that a claim is in excess of the value of the property, the balance in excess of the value of the property shall be treated as a Class 4 nonpriority unsecured claim. See Paragraph 4 for more information.

	Name of Creditor / Procedure	Property Description	Purchase/ Transaction Date	Value of Property	Interest Rate	Minimum Monthly Payment Including Interest	
	Coastal Credit <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Plan <input type="checkbox"/> Claim Objection	2013 Chevy	01/01/15	\$5,858	5.25%	\$ 98	
	United Auto Credit <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Plan <input type="checkbox"/> Claim Objection	2009 Pontiac	01/01/15	\$4,654	5.25%	\$ 78	
	Rent A Center <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Plan <input type="checkbox"/> Claim Objection	Recliner, Dinette set	01/01/15	\$850	5.25%	\$ 15	

**5.1.5 Domestic Support Obligations (On-Going) - Priority Claims under § 507(a)(1)**

If neither box is checked, then presumed to be none.

☐ **Trustee disburse**

☐ **Debtor direct pay**

The name of any holder of any domestic support obligation as defined in § 101(14A) shall be listed below. If the Debtor becomes subject to a domestic support obligation during the Plan term, the Debtor shall notify his or her attorney and the Trustee.

	Name of Holder	State Child Support Enforcement Agency, if any	Monthly Payment Amount	
			\$	

### 5.1.6 Executory Contracts and Unexpired Leases

The Debtor rejects the following executory contracts and unexpired leases.

**Notice to Creditor of Deadline to File Claim for Rejection Damages:**

A proof of claim for rejection damages must be filed by the creditor within seventy (70) days from the date of confirmation of the Plan, Rule 3002(c)(4). Such claim shall be treated as a Class 4 nonpriority unsecured claim.

	Name of Creditor	Property Description	

The Debtor assumes the following executory contracts and unexpired leases. Unless otherwise ordered by the Court, all motor vehicle lease payments shall be made by the Trustee. LBR 3015-1(d)(2). Any prepetition arrearage shall be cured in monthly payments prior to the expiration of the executory contract or unexpired lease. The Debtor may not incur debt to exercise an option to purchase without obtaining Trustee or Court approval. LBR 4001-3.

Trustee disburse.

	Name of Creditor	Property Description	Regular Number of Payments Remaining as of Petition Date	Monthly Contract/Lease Payment	Estimated Arrearage as of Petition Date	Contract/Lease Termination Date	
				\$	\$		

Debtor direct pay.

	Name of Creditor	Property Description	Regular Number of Payments Remaining as of Petition Date	Monthly Contract/Lease Payment	Estimated Arrearage as of Petition Date	Contract/Lease Termination Date	
				\$	\$		

### 5.1.7 Administrative Claims

The following claims are administrative claims. Unless otherwise ordered by the Court, requests for additional attorney fees beyond those set forth below will be paid after the attorney fees set forth below and in the same monthly amount as set forth below. LBR 2016-1(b).

	Name of Claimant	Total Claim	Amount to be Disbursed by Trustee	Minimum Monthly Payment Amount	
	Lucas M. Ruffing	\$3,700	\$3,200	\$950	

## 5.2 CLASS 2 - SECURED CLAIMS WITH NO DESIGNATED MONTHLY PAYMENTS AND DOMESTIC SUPPORT OBLIGATIONS (ARREARAGES)

### 5.2.1 Secured Claims with No Designated Monthly Payments

The following claims are secured claims with no designated monthly payments, including mortgage arrearages, certificates of judgment and tax liens. The proof of claim amount shall control, subject to the claims objection process. Class 2 claims shall be paid second and shall be paid pro rata with other Class 2 claims.

	Name of Creditor	Estimated Amount of Claim	
		\$	

### 5.2.2 Domestic Support Obligations (Arrearages) - Priority Claims under § 507(a)(1)

☐ Trustee disburse

☐ Debtor direct pay

The name of any holder of any domestic support obligation arrearage claim or claim assigned to or owed to a governmental unit and the estimated arrearage amount shall be listed below.

	Name of Holder	State Child Support Enforcement Agency, if any	Estimated Arrearage	
			\$	

### 5.3 CLASS 3 - PRIORITY CLAIMS

Unless otherwise provided for in § 1322(a), or the holder agrees to a different treatment, all priority claims under § 507(a) shall be paid in full in deferred cash payments. § 1322(a). Class 3 claims shall be paid third and shall be paid pro rata with other Class 3 claims.

### 5.4 CLASS 4 - NONPRIORITY UNSECURED CLAIMS

Allowed nonpriority unsecured claims shall be paid a dividend as provided in Paragraph 2.2. Class 4 claims shall be paid fourth and shall be paid pro rata with other nonpriority Class 4 claims.

#### 5.4.1 Wholly Unsecured Mortgages/Liens

The following mortgages/liens are wholly unsecured and may be modified and eliminated. See *In re Lane*, 280 F.3d 663 (6th Cir. 2002). See Paragraph 4 for additional information. Preferred form motions and orders are available on the Court's website at [www.ohsb.uscourts.gov](http://www.ohsb.uscourts.gov).

	Name of Creditor / Procedure	Property Address	
1	(Creditor) <input type="checkbox"/> Motion <input type="checkbox"/> Plan		
	Value of Property	SENIOR Mortgages/Liens (Amount/Lienholder)	Amount of Wholly Unsecured Mortgage/Lien
1	\$	\$ (Lienholder)	\$

#### 5.4.2 Judicial Liens Impairing an Exemption in Real Property

The following judicial liens impair the Debtor's exemption in real property and may be avoided under § 522(f)(1) (A). See Paragraph 4 for additional information. Preferred form motions and orders are available on the Court's website at [www.ohsb.uscourts.gov](http://www.ohsb.uscourts.gov).

	Name of Creditor / Procedure	Property Address	Value of Property	Exemption	
1	(Creditor) <input type="checkbox"/> Motion <input type="checkbox"/> Plan		\$ Debtor's Interest \$	\$ Statutory Basis \$	
	OTHER Liens or Mortgages (Amount/Lienholder Name)	Judicial Lien	Amount of Judicial Lien to be Avoided		

	OTHER Liens or Mortgages (Amount/Lienholder Name)			Judicial Lien	Amount of Judicial Lien to be Avoided	
1	\$	(Lienholder)	+	\$	\$	
			X C	Recorded Date <div></div>	Effective Upon:	

#### 5.4.3 Nonpossessory, Nonpurchase-Money Security Interest in Exempt Property

The following nonpossessory, nonpurchase-money security interests impair the Debtor's exemption in personal property and may be avoided under § 522(f)(1)(B). See Paragraph 4 for additional information. Preferred form motions and orders are available on the Court's website at [www.ohsb.uscourts.gov](http://www.ohsb.uscourts.gov).

	Name of Creditor / Procedure	Property Description	Value of Property	Exemption	Amount of Security Interest to be Avoided	
	(Creditor)  <input type="checkbox"/> Motion <input type="checkbox"/> Plan		\$	\$  Statutory Basis  §	\$  Effective Upon:	

#### 5.4.4 Mortgages to be Avoided Under 11 U.S.C. § 544

The following debts secured by a mortgage will be paid as unsecured claims concurrent with other Class 4 claims. The Debtor or the Trustee shall file an adversary proceeding to determine whether the mortgage may be avoided. To the extent that the Trustee has standing to bring such action, standing is hereby assigned to the Debtor, provided a colorable claim exists that would benefit the estate.

	Name of Creditor	Action to be Filed By	Address of Property	
		<input type="checkbox"/> Debtor <input type="checkbox"/> Trustee		

#### 5.5 CLASS 5 - CLAIMS PAID BY A NON-FILING CO-DEBTOR OR THIRD PARTY

The following claims shall not be paid by the Trustee or the Debtor but shall be paid by a non-filing co-debtor or third party.

	Name of Creditor	Name of Payor	

#### 5.6 CLASS 6 - CLAIMS PAID DIRECTLY BY THE DEBTOR

The following claims shall not be paid by the Trustee but shall be paid directly by the Debtor.

	Name of Creditor	Monthly Payment Amount	
		\$	



## 6. SURRENDER OF PROPERTY

The Debtor elects to surrender to the creditor the following property that is collateral for the creditor's claim. Upon confirmation of the Plan, the stay under § 362(a) and, if applicable, § 1301(a) shall be terminated as to the surrendered property only. Rule 3015(g)(2).

	Name of Creditor	Description of Property	

## 7. INTEREST RATE

Unless otherwise stipulated by the parties, ordered by the Court or provided for in this Plan and except for claims treated in paragraph 5.1.1, secured claims shall be paid interest at the annual percentage rate of 5.25 % based upon a declining monthly balance on the amount of the allowed secured claim. Interest is included in the monthly payment amount. *See Till v. SCS Credit Corp. (In re Till)*, 541 U.S. 465 (2004).

☐ **This is a solvent estate.** Unless otherwise provided, all nonpriority unsecured claims shall be paid in full with interest at 5.25 % from the date of confirmation. If this box is not checked, the estate is presumed to be insolvent.

## 8. FEDERAL INCOME TAX RETURNS AND REFUNDS

### 8.1 Federal Income Tax Returns

If requested by the Trustee, the Debtor shall provide the Trustee with a copy of each federal income tax return filed during the Plan term by April 30 of each year.

### 8.2 Federal Income Tax Refunds

Notwithstanding single/joint tax filing status, the Debtor may annually retain the greater of (1) any earned income tax credit and additional child tax credit or (2) \$3,000 of any federal income tax refund for maintenance and support pursuant to § 1325(b)(2) and shall turnover any balance in excess of such amount to the Trustee. Unless otherwise ordered by the Court, tax refunds turned over to the Trustee shall be distributed by the Trustee for the benefit of creditors. Any motion to retain a tax refund in excess of the amount set forth above shall be filed and served pursuant to LBR 9013-3(b).

## 9. OTHER DUTIES OF THE DEBTOR

### 9.1 Change of Address, Employment, Marital Status, or Child or Spousal Support Payments

The Debtor shall fully and timely disclose to the Trustee and file any appropriate notice, application or motion with the Court in the event of any change of the Debtor's address, employment, marital status, or child or spousal support payments.

### 9.2 Personal Injury, Workers Compensation, Buyout, Severance Package, Lottery Winning, Inheritance, or Any Other Amount

The Debtor shall keep the Trustee informed as to any claim for or expected receipt of money or property regarding personal injury, workers compensation, buyout, severance package, lottery winning, inheritance, or any other funds to which the Debtor may be entitled or becomes entitled to receive. Before the matter can be settled and any funds distributed, the Debtor shall comply with all requirements for filing applications or motions for settlement with the Court as may be required by the Bankruptcy Code, the Bankruptcy Rules or the Local Bankruptcy Rules. Unless otherwise ordered by the Court, these funds shall be distributed by the Trustee for the benefit of creditors.

### 9.3 Social Security

The Debtor shall keep the Trustee informed as to any claim for or expected receipt of social security funds.

## 10. INSURANCE

### 10.1 Insurance Information

As of the petition date, the Debtor's real and personal property is insured as follows.

	Property Address/ Description	Insurance Company	Policy Number	Full/Liability	Agent Name/Contact Information	
	2013 Chevy	Progressive		Full		
	2009 Pontiac	Progressive		Full		

### 10.2 Casualty Loss Insurance Proceeds (Substitution of Collateral)

If a motor vehicle is deemed to be a total loss while there is still an unpaid claim secured by the motor vehicle, the Debtor shall have the option to use the insurance proceeds to either (1) pay off the balance of the secured claim through the Trustee if the secured creditor is a named loss payee on the policy or (2) upon order of the Court, substitute the collateral by purchasing a replacement motor vehicle. If a replacement motor vehicle is purchased, the motor vehicle shall have a value of not less than the balance of the unpaid secured claim, the Debtor shall ensure that the lien of the creditor is transferred to the replacement motor vehicle, and the Trustee shall continue to pay the allowed secured claim. Unless otherwise ordered by the Court, if any insurance proceeds remain after paying the secured creditor's claim, these funds shall be distributed by the Trustee for the benefit of creditors.

## 11. EFFECTIVE DATE OF THE PLAN

The effective date of the Plan is the date on which the order confirming the Plan is entered.

## 12. VESTING OF PROPERTY OF THE ESTATE

Unless checked below, property of the estate does not vest in the Debtor until the discharge is entered. The Debtor shall remain responsible for the preservation and protection of all property of the estate.

☐ Confirmation of the Plan vests all property of the estate in the Debtor in accordance with §§ 1327(b) and (c).

☐ Other \_\_\_\_\_

## 13. NONSTANDARD PROVISIONS

The nonstandard provisions listed below are restricted to those items applicable to the particular circumstances of the Debtor. Nonstandard provisions shall not contain a restatement of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules or the Mandatory Chapter 13 Form Plan. Any nonstandard provision placed elsewhere in this Plan is void and shall have no binding effect.

	Nonstandard Provisions	
	Debtors shall make plan payments in the amount set forth in this Plan for no less than the applicable commitment period, but not to exceed 60 months. The dividend to be paid to unsecured creditors shall be no less than the dividend set forth on page one of the plan.	

By filing this Plan, the Debtor, if unrepresented by an attorney, or the Debtor's Attorney certifies that (1) the wording and order of provisions of this Plan are identical to those contained in the Mandatory Form Chapter 13 Plan adopted in this District and (2) this Plan contains no nonstandard provisions other than those set forth in Paragraph 13.

**Debtor's Attorney**

**Date:**01/31/19

/s/ Lucas M. Ruffing

Lucas M. Ruffing (0090609)

Lucas Ruffing Law

82 N. Franklin St., Delaware, OH 43015

**Ph:** 740-815-1114

**Fx:** 740-369-7810

LucasRuffingLaw@GMail.com

**Debtor**

/s/ Theodore Majewski

**Date:**01/31/19

**Joint Debtor**

/s/ Barbara Majewski

**Date:**01/31/19

### NOTICE OF DEADLINE FOR OBJECTING TO PLAN CONFIRMATION

Debtor has filed a Chapter 13 Plan or an Amended Chapter 13 Plan (collectively, the “Plan”).

**Your rights may be affected.** You should read the Plan carefully and discuss it with your attorney, if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one.

If you do not want the Court to confirm the Plan, you must file an objection to the Plan **within the later of:** 1) fourteen (14) days after the § 341 meeting of creditors is concluded; **OR** 2) twenty-one (21) days from the date set forth in the certificate of service of this Plan. If a timely objection to the Plan is filed within seven (7) days of the confirmation hearing date, the confirmation hearing will be rescheduled. Rule 3015(f).

Your objection to the Plan, explaining your position, must be filed with the Court and mailed by ordinary U.S. Mail to the United States Bankruptcy Court

170 North High Street, Columbus OH 43215

OR your attorney must file the objection using the Court’s ECF System.

The Court must **receive** your objection on or before the applicable deadline above.

You must also send a copy of your objection either by 1) the Court’s ECF System or by 2) ordinary U.S. Mail to:

Theodore & Barbara Majewski, 7101 Sawmill Village Dr., Columbus, OH 43235

Lucas M. Ruffing

Frank M. Pees

and the United States trustee.

If you or your attorney does not take these steps, the Court may decide that you do not oppose the terms of the Plan and may enter an order confirming the Plan without further hearing or notice.

**Certificate of Service**

I hereby certify that a copy of the foregoing Plan was served (i) **electronically** on the date of filing through the court's ECF System on all ECF participants registered in this case at the email address registered with the Court and (ii) by **ordinary U.S. Mail** on 02/01/19 addressed to:

Accounts Receivable Management  
P.O. Box 637  
Bellmawr, NJ 08099  
Ace Cash Express  
1231 Greenway Dr.  
Suite 700  
Irving, TX 75038  
Advance America  
1935 Henderson Rd  
Columbus, OH 43220  
AEP  
PO Box 371496  
Pittsburgh, PA 15250-1496  
AFNI  
P.O. Box 3517  
Bloomington, IL 61702  
AIS Services  
50 California St.  
Suite 1500  
San Francisco, CA 94111  
Alexandra Vaneck Co. L.P.A.  
5660 Southwyck Blvd. Ste 110  
Toledo, OH 43614  
Alexandria Vaneck  
5620 Southwyck Blvd. #103  
Toledo, OH 43614  
Alliance One  
1684 Woodlands Dr.  
Maumee, OH 43537  
Allied Interstate  
P.O. Box 361595  
Columbus, OH 43236-1595  
Always Payday  
2260 S. Hamilton Rd.  
Columbus, OH 43232  
American Debt Collection  
P.O. Box 608  
Oxford, MS 38655  
American Family Insurance  
Collection Corp of America  
200 Business Park Dr.  
Armonk, NY 10504-1723  
American Medical Collection  
2269 S. Saw Mill River Road  
Building 3  
Elmsford, NY 10523

Ameriloan Recovery  
2730 San Pedro NE  
Suite H  
Argyle Solutions  
Po Box 1093  
Oaks, PA 19456  
ARI  
P.O. Box 2020  
Powell, OH 43065-2020  
ARS  
1699 Wall Street  
Suite 300  
Mount Prospect, IL 60056  
Assetcare  
24800 Highpoint Rd  
Beachwood, OH 44122  
Attorney General of Ohio  
P.O. Box 165012  
Columbus, OH 43216-5012  
Balance Credit  
PO Box 4356  
Dept 1557  
Houston, TX 77210  
Ben Sheerin  
6948 Churchill Downs Dr.  
New Albany, OH 43054  
Bennett Law  
10542 S. Jordan Gateway  
Suite 200  
South Jordan, UT 84095  
Buckeye Credit Solutions  
7001 Post Rd.  
Suite 300  
Dublin, OH 43016  
Buckeye Dermatology  
5720 Blazer PKWY  
Dublin, OH 43017  
Buckeye Lending Solutions  
7001 Post Rd. Suite 300  
Dublin, OH 43016  
Capital Recovery  
1034 Democracy Lane  
Fairfax, VA 22030  
Carlile Patchen & Murphy LLP  
366 East Broad St.  
Columbus, OH 43215  
Cash Net USA  
200 W. Jackson Blvd.  
14th Floor  
Chicago, IL 60606  
CBCS  
P.O. Box 69  
Columbus, OH 43216

CBE Group  
131 Tower Park, Suite 100  
P.O. Box 2547  
Waterloo, IA 50704  
Central Ohio Anesthesia  
P.O. Box 711052  
Cincinnati, OH 45271  
Central Ohio Neurological Surgeons  
P.O. Box 710793  
Columbus, OH 43271-0793  
Central Ohio Pathology  
PO Box 951427  
Cleveland, OH 44193  
Certegy Payment & Recovery Service Inc.  
550 Greensboro Avd.  
Suite 301  
Tuscaloosa, AL 35401  
Certegy Payment Recovery  
11601 Roosevelt Blvd  
Saint Petersburg, FL 33716  
Charles Kessler DDS  
1895 Bethel Rd.  
Columbus, OH 43220  
Check Alert Systems  
7597 S Mackinaw Trail  
Suite C  
Cadillac, MI 49601  
Check Care  
4600 Rockside Rd  
Suite 130  
Independence, OH 44131  
Check N Go  
1537 W. Broad St.  
Columbus, OH 43222  
Checkcare  
PO Box 39449  
Louisville, KY 40233-9449  
Checks 2 Cash  
3967 Hoover Rd  
Grove City, OH 43123  
Checksmart  
7001 Post Rd Suite 200  
Dublin, OH 43016  
Child Radiologic Inst.  
Dept. L-1648  
Columbus, OH 43260  
Choice Recovery  
PO Box 3521  
Akron, OH 44309  
Choice Recovery  
1550 Old Henderson Rd.  
Columbus, OH 43220  
Citation Collection Services

PO Box 223  
Denver, CO 80239  
Client Services  
221 Point West Blvd.  
St. Charles, MO 63301  
CMI Properties  
PO Box 16868  
Columbus, OH 43216  
CMRE  
3075 E. Imperial Hwy, Suite 200  
Brea, CA 92821  
Coast to Coast Financial  
P.O. Box 2092  
Thousand Oaks, CA 91360-2092  
Coastal Credit  
3852 Virginia Beach Blvd  
Virginia Beach, VA 23452  
Columbia Gas  
PO Box 117  
Columbus, OH 43216  
Columbus Radiology  
236 E. Town St.  
Suite 100  
Columbus, OH 43215  
Columbus Radiology  
PO Box 714563  
Cincinnati, OH 45271  
Columbus Surgical Associates  
P.O. Box 14983  
Dept 3627  
Columbus, OH 43214-0983  
Complete Payment Recovery  
3500 5th St.  
Northport, AL 35476  
Computer Collections  
Po Box 182141  
Columbus, OH 43218  
Computer Collections  
470 West Haines Mill Rd.  
Winston Salem, NC 27113  
Computer Credit Corp.  
P.O. Box 27161  
Columbus, OH 43227  
CPS  
P.O. Box 98708  
Phoenix, AZ 85038  
Credit Collection Services  
P.O. Box 9126  
Boston, MA 02205-9126  
Credit Protection  
P.O. Box 2553  
Columbus, OH 43216  
Creditors Interchange



80 Holtz Drive  
Buffalo, NY 14225  
Daniel Trust Company  
135 Interstate Blvd.  
Suite 6  
Greenville, SC 29615  
David Ryan DC  
121 Commerce Park Dr.  
Suite A  
Westerville, OH 43082  
Direct TV  
PO Box 78626  
Phoenix, AZ 85062  
DJO Global  
651 Campus Dr., Suite 100  
Saint Paul, MN 55112  
Doctor's Office Urgent Care  
Dept. 151  
Columbus, OH 43265  
Dr. Stoner  
5152 Blazer Pkwy  
Dublin, OH 43017  
Drs Bonded Collection System  
P.O. Box 498609  
Cincinnati, OH 45249-8609  
Dublin Medical Clinic  
6350 Frantz Road St. E  
Dublin, OH 43017  
Dublin Urgent Care  
1875 Tamarack Circle North  
Columbus, OH 43229  
Dun & Bradstreet  
4836 Brecksville Rd  
Richfield, OH 44286  
Eastern Collection  
1626 Locust Ave.  
Bohemia, NY 11716  
Eaton Plumbing  
5600 E. Walnut St.  
Westerville, OH 43081  
Endodontic Wellness  
4830 Knightsbridge BLVD, #L  
Columbus, OH 43214  
Fabco  
4640 Executive Dr.  
Columbus, OH 43220  
FBCS  
841 E. Hunting Park Ave.  
Philadelphia, PA 19124  
FFCC  
P.O. Box 20790  
Columbus, OH 43220  
Financial Recovery Services

PO Box 385908  
Minneapolis, MN 55438-5908  
Financial Recovery Services, Inc.  
P.O. Box 385908  
Minneapolis, MN 55438-5908  
First American Cash Advance  
West Broad Street  
Columbus, OH 43228  
First Federal Credit Corp  
P.O. Box 20790  
Columbus, OH 43220  
First Premier  
PO Box 5524  
Sioux Falls, SD 57117  
Fleet  
P.O. Box 17192  
Wilmington, DE 19850-7192  
Franklin County Common Pleas  
373 S. High St., 23rd Floor  
Columbus, OH 43215  
GC Services  
Collection Agency Division  
P.O. Box 2667  
Houston, TX 77252  
Geico  
One Geico Plaza  
Bethesda, MD 20810  
General Medical Consultant  
7277 Smiths Mill Rd., #250  
New Albany, OH 43054  
GLA Collection  
2630 Gleeson Lane  
Louisville, KY 40299  
GMAC Payment Processing Center  
P.O. Box 5180  
Carol Stream, IL 60199  
Golden Valley Lending  
635 E. Hwy. 20  
Upper Lake, CA 95485  
Grant Riverside  
3535 Olentangy River Road  
Columbus, OH 43214  
Hand in Hand Pediatrics  
P.O. Box 3143  
Dublin, OH 43016  
Haydocy Pontiac  
6119 State Farm Rd.  
Rohnert Park, CA 94928  
Health South  
1560 Heathorne Dr.  
Maumee, OH 43537  
HRRG  
Po Box 189053

Fort Lauderdale, FL 33318-9053  
HRRG  
PO Box 5406  
Cincinnati, OH 45273  
IC System  
444 Highway 96 East  
Po Box 64137  
Saint Paul, MN 55164-0137  
IC System Inc  
P.O. Box 64437  
Saint Paul, MN 55164-0437  
IMBS  
P.O. Box 189053  
Plantation, FL 33318-9053  
Integrity Funding  
84 VILLA RD  
Greenville, SC 29615-3052  
Integrity Solution Services  
7825 Washington Ave S  
Ste 310  
Minneapolis, MN 55439  
Internal Revenue Service  
Special Procedure Branch  
P.O. Box 99183  
Cleveland, OH 44199  
Jack Stanko  
750 Mount Carmel Mall  
Suite 380  
Columbus, OH 43222  
JC Christensen & Asso.  
P.O. Box 519  
Sauk Rapids, MN 56379  
Jeff Guy  
8000 Riverside Dr.  
Dublin, OH 43016  
Jefferson Capital System  
16 McLeland Rd.  
Saint Cloud, MN 56303  
Jeffrey Jordan  
PO Box 30863  
Columbus, OH 43230  
JP Recovery  
P.O. Box 182140  
Columbus, OH 43218  
JP Recovery  
PO Box 183221  
Columbus, OH 43218  
JP Recovery Services  
P.O. Box 16749  
Rocky River, OH 44116-0749  
Kay Chouniard  
7705 SW 86th St.  
Apt. B210

Miami, FL 33143  
Kemba Financial Credit Union  
555 Officenter Place  
POB 307370  
Columbus, OH 43230  
Kent Smith Photography  
12923 Stone Creek Dr.  
Pickerington, OH 43147  
Kroger  
P.O. Box 30650  
Salt Lake City, UT 84130-0650  
Law Office of Richard D Croce  
PO Box 2277  
Orland Park, IL 60462  
Law offices of Joel Cardis, LLC  
2838 De Kalb Pike  
Norristown, PA 19401  
LCA Collections  
P.O. Box 2240  
Burlington, NC 27216-2240  
Leading Edge Recovery  
P.O. Box 129  
Linden, MI 48451-0505  
Levy & Associates  
4645 Executive Drive  
Columbus, OH 43202  
Lifetime Dental Health  
1960 Bethel Rd., #240  
Columbus, OH 43220  
Loan Max  
2127 E. Livingston Ave.  
Columbus, OH 43209  
Martel Management  
P.O. Box 490  
Columbus, OH 43216  
Matthew Zavarella DDS  
616A Office Parkway  
Westerville, OH 43082  
Meade & Associates  
737 Enterprise Dr.  
Westerville, OH 43081  
Media Collections  
8948 Canyon Falls BLVD, #200  
Twinsburg, OH 44087  
Metropolitan Urologists Inc.  
340 E. Town St.  
Suite 7-200  
Columbus, OH 43215  
Meyer & Kerschner  
106 E. Market Street  
PO Box 400  
Tiffin, OH 44883  
Mid Ohio Emergency Services

P.O. Box 456  
Columbus, OH 43216  
Mid-Ohio Emergency Services  
Dept A  
3585 Ridge Park Dr.  
Akron, OH 44333  
Midwest Anesthesia Services  
P.O. Box 633478  
Cincinnati, OH 45263  
Midwest Physician Anesthesia Service  
5151 Reed St. Suite 105B  
Columbus, OH 43220  
Minute Clinic Diagnostic of Ohio  
Po Box 8427  
Belfast, ME 04915  
Mount Carmel  
P.O. Box 89458  
Cleveland, OH 44101-6458  
National Action Financial Services  
165 Lawrence Bell Dr  
Suite 100  
Williamsville, NY 14231  
National Cash Advance  
3654 Main St  
Hilliard, OH 43026  
National Check Cashers  
c/o Recovery One  
6479 Reflections Dr Suite 200  
Dublin, OH 43017  
National Revenue Service  
2323 Lake Club Drive  
Columbus, OH 43232  
National Service Bureau  
18820 Aurora Ave Ste 205  
Seattle, WA 98133  
Nationwide Collections  
8051 Fortpiece  
Fort Pierce, FL 34982-5881  
Nationwide Energy Partners  
PO Box 20850  
Columbus, OH 43220  
NCB Management Services  
P.O. Box 1099  
Langhorne, PA 19047  
NCO  
P.O. Box 41418  
Dept. 13  
Philadelphia, PA 19101  
NCO Financial  
P.O. Box 41457  
Philadelphia, PA 19101-1457  
NCP Finance Ohio  
100 East Third Street 5th Floor

Dayton, OH 45402  
NEP  
230 West St., Suite 150  
Columbus, OH 43215  
Neurological Associates  
P.O. Box 711910  
Cincinnati, OH 45271-1910  
North Cash  
Po Box 498  
Hays, MT 59527  
North Shore Agency  
P.O. Box 260001  
Great Neck, NY 11026-0001  
Nova Care Rehabilitation of Ohio  
PO Box 223102  
Pittsburgh, PA 15251-2102  
NPC Check Serv  
90 Riverdale Rd  
Riverdale, NJ 07457  
Ohio Department of Taxation  
30 East Broad, 23rd Floor  
Bankruptcy Division  
Columbus, OH 43215  
Ohio Gastroenterology Inc.  
P.O. Box 14348  
Columbus, OH 43214  
Ohio Health  
3728 Olentangy River Road  
Columbus, OH 43214  
OhioHealth  
PO Box 183221  
Columbus, OH 43218-3221  
OhioHealth Dublin Methodist  
3711 Chester Ave.  
Cleveland, OH 44114  
Orthopedic One  
170 Taylor Station Rd.  
Columbus, OH 43213  
OSI  
P.O. Box 953  
Brookfield, WI 53008  
OSU Internal Medicine  
3900 Stoneridge  
Dublin, OH 43017  
OSU Sports Medicine Center  
2050 Kenny Rd.  
Columbus, OH 43221-3502  
Overflow Furniture  
110 W. Vine  
Suite 200  
Lexington, KY 40507  
PCB  
P.O. Box 29917

Columbus, OH 43229-7517  
Penn Credit Corp  
Po Box 988  
Harrisburg, PA 17108-0988  
Pentagroup Financial  
5959 Corporate Dr.  
Suite 1400  
Houston, TX 77036  
Pinnacle Financial Group  
7825 Washington Ave. South  
Suite 410  
Minneapolis, MN 55439-2409  
Plaza Assoc  
370 Seventh Ave.  
New York, NY 10001  
Plaza Associates  
P.O. Box 18008  
Hauppauge, NY 11788  
Portfolio Recovery  
P.O. Box 12914  
Norfolk, VA 23541  
Progressive Leasing  
10619 S Jordan Gateway  
Ste 100  
South Jordan, UT 84095  
Quest Diagnostics Inc.  
P.O. Box 1235  
Elmsford, NY 10523-0935  
Radiology Inc  
2500 Corporate Exchange Dr.  
Suite 151  
Columbus, OH 43231  
Radiology Inc  
PO Box 3202  
Charleston, WV 25332-3202  
Receivables Management  
PO Box 361348  
Columbus, OH 43236  
Receivables Performance  
1930 220th St. SE, Ste. 101  
Bothell, WA 98021  
Regional Collection Ser. Inc.  
201 S. 8th St  
PO Box 441  
Marietta, OH 45750  
Rent A Center  
4129 W. Broad  
Columbus, OH 43228  
Revenue Collect  
PO Box 2103  
Mechanicsburg, PA 17055  
Revenue Recovery Corp  
Po Box 2698

Knoxville, TN 37901-2698  
Richard J. Kaplow  
614 Superior Ave. NW  
Cleveland, OH 44113  
Richard J. Kaplow  
808 Rockfeller Bldg  
614 Superior Ave. NW  
Cleveland, OH 44113  
Riddle & Associates  
P.O. Box 1187  
Sandy, UT 84091  
Rite Rug  
3949 Business Park Dr  
Columbus, OH 43204  
Riverside  
P.O. Box 29117  
Columbus, OH 43229  
Riverside Radiology  
PO Box 182268  
Columbus, OH 43218-2268  
Riverside Surgical Associates  
3545 Olentangy River Road  
Suite 226  
Columbus, OH 43214  
SCA Credit Services  
1502 Williamson Rd. NE  
Roanoke, VA 24012  
Sim Assoc.  
PO Box 7526  
Newark, DE 19714  
Solomon Finance  
2780 S. Jones Blvd. #3529  
Las Vegas, NV 89146  
South Eastern Physicians  
PO Box 630707  
Cincinnati, OH 45263  
Spectrum  
PO Box 916  
Carol Stream, IL 60132  
Speedy Cash  
PO Box 780408  
Wichita, KS 67278  
Sports Medicine Grant  
323 E. Town St.  
Columbus, OH 43215  
Spot Loan  
914 Chief Little Shell St.  
Belcourt, ND 58316  
Summerhill Family Medicine  
6680 Perimeter Dr.  
Dublin, OH 43016  
Telecheck  
5251 Westheimer



Houston, TX 77056  
The Bourassa Law Group, LLC  
PO Box 28039  
Las Vegas, NV 89126  
The Pen Traffic Co  
6700 Perimeter Loop Rd  
Dublin, OH 43017  
Trident Asset Management  
Po Box 888424  
Atlanta, GA 30356  
UK HealthCare  
PO Box 1688  
Lexington, KY 40588  
UK Healthcare Good Samaritan  
1000 South Limestone  
Pavilion A  
Lexington, KY 40536  
United Auto Credit  
PO Box 660017  
Dallas, TX 75266-0017  
United Collection Bureau  
5620 Southwyck Blvd. Suite 206  
Toledo, OH 43614  
Universal Fidelity  
Po Box 941911  
Houston, TX 77094-8911  
Valentine & Kebartas  
P.O. Box 325  
Lawrence, MA 01842  
West Asset Management  
P.O. Box 723728  
Atlanta, GA 31139  
White Fence Surgical Suites  
7277 Smith's Mill Road, Suite 300  
New Albany, OH 43054  
William Foster DDS  
250 W. Bridge St.  
Dublin, OH 43017  
Woodforest  
PO Box 7889  
Spring, TX 77387-7789  
Worldwide Cash  
299 South Maine  
13th Floor  
WOW  
PO Box 4350  
Carol Stream, IL 60197

Theodore & Barbara Majewski, 7101 Sawmill Village Dr., Columbus, OH 43235

and (iii) by method of service as required by Bankruptcy Rule 7004 Certified mail.

Coastal Credit  
C/o Martin McFarland, CEO  
10333 N Meridian, Suite 400  
Indianapolis, IN 46290

United Auto Credit  
C/o James Vagim, CEO  
PO Box 163049  
Fort Worth, TX 76161

Rent A Center  
C/o Mitchell Fadel, CEO  
5501 Headquarters Dr  
Plano, TX 75024

/s/ Lucas M. Ruffing

Lucas M. Ruffing

82 N. Franklin St., Delaware, OH 43015

**Ph:** 740-815-1114

**Fx:** 740-369-7810

LucasRuffingLaw@GMail.com